

Exhibit 22

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**ADDENDUM TO CONTRACT BETWEEN ROSS UNIVERSITY AND
CATHOLIC MEDICAL CENTER OF BROOKLYN AND QUEENS, INC.**

This addendum to the contract between Catholic Medical Center of Brooklyn and Queens, Inc. (Hospital) and Ross University (School) dated Feb 2nd 1998, sets forth the financial conditions of said contract whereby School hereby agrees that it will pay Hospital \$200.00 per week, per student, for each of its students who participate in a core clinical clerkship at the Hospital.

All clinical clerkship fees will be due and payable to the Hospital within thirty (30) days after University receives a completed clinical evaluation from the hospital and a bill from the hospital indicating the amount owed.

The School will provide to the Hospital library support at an initial payment of \$10,000 and then \$5,000 annually while the contract is in full effect.

The School hereby agrees that it will pay Hospital for secretarial support required to implement this Agreement. The amount to be paid by the School to the Hospital for secretarial support will be determined by the parties, based upon the size of the student program, provided, however, in no event shall the amount paid by the School to the Hospital for secretarial support for any given year be less than \$12,000.00 as long as the Hospital provides at least the initially agreed upon number of sixteen (16) positions for the School's students.

- a) Nothing contained in this agreement shall require Hospital to provide any service or engage in any activity which is not consistent with the Ethical and Religious Directives for Catholic Health Care Services issued by the United States Catholic Conference as interpreted by the Bishop of the Diocese of Brooklyn.
- b) Each party shall indemnify, defend and hold harmless the other party, its agents and employees from any and all loss, damage, injury, causes of action or liability of any kind whatsoever, including defense costs and reasonable legal fees, that are caused by or arise out of any omission, fault, negligence or other misconduct by said party, its officers, employees or agents in connection with this Agreement.

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- c) At all times while this Agreement is in effect, each party shall maintain (or cause to be in effect) general liability insurance with limits not less than \$1 Million per incident and \$3 Million aggregate and professional liability insurance covering (i) itself, with limits not less than \$1 Million per incident and \$3 Million aggregate and (ii) each professional person providing services to implement this Agreement for or through the parties with limits of not less than \$1 Million per incident and \$3 Million aggregate. Such insurance shall be obtained from a commercial insurance carrier admitted to do business in the State of New York or from a duly established and funded self-or pooled- insurance program. Each party shall cause each insurance carrier providing such coverage to give to the other at least thirty (30) days advance notice of cancellation or material change in any such coverage.
- d) The parties are separate and independent entities and no provision contained in this Agreement is intended to create any relationship between them other than that of independent contracting entities. Neither of the parties, nor any of their respective representatives, shall be construed to be the agent, employer or representative of the other party.
- e) Both parties agree to comply with all applicable federal, state and local civil rights and human rights laws with reference to employment opportunities and the provision of services.
- f) The School will require each Student, prior to commencing of the clinical experience pursuant to the Agreement, to provide results to the Hospital of physical examination which complies with the requirements of section 405.3 of the New York Code of Rules and Regulations, including updated immunizations. All clinical clerks will be offered the opportunity by the School to be vaccinated with Hepatitis B vaccine. In addition, all clinical clerks will have completed the OSHA BLOODBORNE PATHOGENS WORKSHOP prior to beginning clerkships.
- g) School shall pay all invoices within thirty (30) days of receipt.

The parties hereby agree to the above financial conditions by affixing their signatures below.

Nancy A. Harris, D.

University

William McGuire

Hospital

William McGuire
President & CEO